

SOLICITATION, OFFER, AND AWARD (Continued)*(Construction, Alteration, or Repair)***OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>		15. TELEPHONE NO. <i>(Include area code)</i>
		16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i> See Item 14
CODE	FACILITY CODE	

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS	SEE SCHEDULE OF PRICES
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18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS*(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)*

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN
OFFER *(Type or print)*

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies unless otherwise specified)

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐

10 U.S.C. 2304(c)

☐

41 U.S.C. 253(c)

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY:

CODE

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

☐ 29. AWARD *(Contractor is not required to sign this document.)*

Your offer on this solicitation, is hereby accepted as to the items listed. This award commutes the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED
TO SIGN *(Type or print)*

31A. NAME OF CONTRACTING OFFICER

(Type or print)

30B. SIGNATURE

30C. DATE

TEL:

EMAIL:

31B. UNITED STATES OF AMERICA
BY

31C. AWARD DATE

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Part A MOUT Facility FFP In accordance with Specification SOF MOUT Training Complex (P-763) dated September 30, 2005 and Plans P-763 SOF MOUT Training Complex, Sheets 1 - 197. FOB: Destination	1	Lump Sum		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	Line of Accounting FFP FOB: Destination				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Part B Concrete Pavement P493 Operation FFP In accordance with Project Specifications for FY-04 MILCON Project P-493 Operational Access to Shore Bombardment Area dated December 15, 2003. FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000201	Line of Accounting FFP FOB: Destination				

NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
000101	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
000201	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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0001	745 dys. ADC	1	NAVFAC SOUTHWEST CHAD ANTHONY SLADE COASTAL IPT/CODE ROPMA NAVAL STATION SAN DIEGO 2730 MCKEAN ST BLDG 291 SAN DIEGO CA 92136 619-556-8589 FOB: Destination	N62473
000101	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
000201	N/A	N/A	N/A	N/A

OFFER SCHEDULE - OPTIONSProposal Schedule

It is important to note that all Options Items will be performed concurrently with the Base Item.

Descriptions of the option items are as follows **(in order of priority)**:

OPTION ITEM 0007	Firm Fixed Price (Lump Sum) including bonds, labor, equipment, and materials to provide complete construction for Townhouse U #1, V #2, W #3, X #3, Y #2, and Site Improvements in accordance with the RFP. The performance period for Option Item 0007 is a period not to exceed the construction period for this project.	\$
OPTION ITEM 0006	Firm Fixed Price (Lump Sum) including bonds, labor, equipment, and materials to provide complete construction for Office Building R #1 and S #6 and Retail Building J #7 in accordance with the RFP. The performance period for Option Item 0006 is a period not to exceed the construction period for this project.	\$
OPTION ITEM 0005	Firm Fixed Price (Lump Sum) including bonds, labor, equipment, and materials to provide complete construction for Industrial Building Q #1 and Z #2 in accordance with the RFP. The performance period for Option Item 0005 is a period not to exceed the construction period for this project.	\$
OPTION ITEM 0004	Firm Fixed Price (Lump Sum) including bonds, labor, equipment, and materials to provide complete construction for Industrial Building O #3 and P #2 in accordance with the RFP. The performance period for Option Item 0004 is a period not to exceed the construction period for this project.	\$
OPTION ITEM 0003	Firm Fixed Price (Lump Sum) including bonds, labor, equipment, and materials to provide complete construction for Retail Building E #3 and F #5 in accordance with the RFP. The performance period for Option Item 0003 is a period not to exceed the construction period for this project.	\$

OPTION ITEM 0002	Firm Fixed Price (Lump Sum) including bonds, labor, equipment, and materials to provide complete construction for Retail Building C #2 in accordance with the RFP. The performance period for Option Item 0002 is a period not to exceed the construction period for this project.	\$
OPTION ITEM 0008	Firm Fixed Price (Lump Sum) including bonds, labor, equipment, and materials to provide complete construction for Electrical in accordance with the RFP. The performance period for Option Item 0008 is a period not to exceed the construction period for this project.	\$
OPTION ITEM 0009	Firm Fixed Price (Lump Sum) including bonds, labor, equipment, and materials to provide complete construction for Water Service in accordance with the RFP. The performance period for Option Item 0009 is a period not to exceed the construction period for this project.	\$
OPTION ITEM 0001	Firm Fixed Price (Lump Sum) including bonds, labor, equipment, and materials to provide complete construction for Site Improvements in accordance with the RFP. The performance period for Option Item 0001 is a period not to exceed the construction period for this project.	\$
	TOTAL (including bonding costs)	\$

Section 00100 - Bidding Schedule/Instructions to Bidders

INSTRUCTION FOR PROPOSERS**SCOPE OF WORK AND GENERAL CONDITIONS****1. DESCRIPTION OF WORK**

The work for this project includes the construction of Part A - MOUT (Military Operations on Urban Terrain) facility comprising multiple buildings, site improvements, utility services, and all other improvements both on and off site and incidental related work to provide a complete and usable facility. The buildings will be of CMU wall construction with concrete slab on grade and precast concrete planks above. Site improvements will consist of site grading, paving, and other site improvements, electrical service to buildings, water and communication service to site. Part B – Construction of P-493 Concrete Road as shown on the plans.

2. BASIS OF AWARD

1. The contract will be accomplished using Source Selection procedures for award of a contract on the basis of LOWEST PRICE TECHNICALLY ACCEPTABLE in accordance with the requirements of FAR 15.101-2. Interested firms are expected to review the RFP and participate in a pre-proposal conference, provide proposed prices for the project and proposal information requested to evaluate their technical factor/subfactors.
2. Firms participating in the pre-proposal conference will not be compensated for their participation. The Government may choose to award based on initial proposals without holding discussions. If required, discussions will be held and proposal revisions will be requested.
3. The solicitation is formatted as a Request for Proposal in accordance with the requirements designated by FAR 15.3 for a negotiated procurement.
4. The Government reserves the right to reject any or all proposals at any time prior to award. Offerors will be advised of the possibility that award may be made without discussions or any contact concerning the proposals received. Accordingly, each initial offer should contain the offeror's best terms from a price, past performance, and technical standpoint.
5. All proposals shall be evaluated against the established criteria set forth herein.
6. Each proposal shall be reviewed independently by each evaluator. Each evaluator shall rate each factor and subsequently assign an adjectival rating.
7. After each evaluator has completed the initial rating of all factors, the Board shall discuss the ratings and determine a consensus Board rating for each evaluation factor. The Board shall determine whether each proposal is acceptable or unacceptable.

3. LOCATION

The work is located at San Clemente Island, California.

4. INQUIRIES

All inquiries concerning any phase of this solicitation shall be submitted electronically to the contract specialist, Chad Slade, at email address: chad.a.slade@navy.mil. Clearly state the question and specification/drawing reference. Any deficiencies, conflicts, or other areas of concern existing in the scope of work and applicable drawings should be brought to the attention of Chad Slade, in writing via email. The contractor shall also notify the

Contracting Officer, in writing via email, upon observing any features in the design that appear to be ambiguous, confusing, conflicting or erroneous. The Government does not intend to respond to inquiries submitted less than 5 days before the RFP closing date.

The response to all inquiries will be answered in Amendments posted on the E-sol website (esol.navfac.navy.mil).

5. PRE-PROPOSAL CONFERENCE/SITE VISIT

A pre-proposal conference will be held at 8:00 a.m., Monday, March 20, 2006, at Bldg. 291, Naval Base San Diego, California, where questions will be answered relative to this RFP.

Proposers who wish to inspect the work on site and attend the walk through or the Pre-Proposal Conference must contact the Coastal IPT office, **Chad Slade at chad.a.slade@navy.mil**, so that their planned attendance is registered and arrangements are made for the required security badges. The following information is required on the Prime Contractor's letterhead: **Name, social security number, company name, date and place of birth, and citizenship.** Please provide the above information **no later than three working days prior to the scheduled walk-thru date.**

Attendance at the pre-proposal conference is highly encouraged. There will be only one pre-proposal conference/site visit. Prospective offerors are advised that the pre-proposal conference will be held solely for the purpose of explaining the concepts involved in the project and specifications, terms, and conditions of this solicitation. In order to make the conference as productive as possible, offerors are requested to submit, as soon as possible prior to the pre-proposal conference, any questions they may have in writing to Chad Slade, email: chad.a.slade@navy.mil. The submission of written questions will not preclude anyone from posing questions during the pre-proposal conference.

6. PROPOSAL PREPARATION COSTS

The costs for preparation of proposals shall be the responsibility of the contractor and are not directly reimbursable. The contract awarded will include, at a minimum, all labor wages, management, supervision, mobilization, material and equipment costs. The contractor shall furnish all project management, planning, estimating labor, transportation, materials, equipment, tools, supervision, design (if applicable), and all other associated costs necessary to fulfill the requirements of the contract.

7. INFORMATION CONCERNING COST LIMITATIONS

The magnitude of construction for Part A is between \$10,000,000 and \$25,000,000 and the magnitude of construction for Part B is between \$1,000,000 and \$5,000,000. Proposals in excess of this amount may NOT be considered. Proposers should prepare their proposals so as to permit award at a price within the cost limitations. Price evaluation shall be based on the total of Part A and Part B.

8. PROPOSAL DUE DATE

All proposals must be received by **2:00 P.M. Pacific Time, Monday, 10 April 2006, at 2730 McKean Street B 291, San Diego, CA, 92136**, (Attn: Chad Slade, Code ROPMA.CS). Telegraphic quotes and facsimiles **will not be allowed.**

9. CONTENT OF PROPOSALS

1. Proposals submitted in response to this solicitation shall be formatted as follows and furnished in the number of copies stated herein. A cover letter(s) shall accompany the proposal as required by FAR 52.215-1(c)(2), INSTRUCTION TO OFFERORS - COMPETITIVE ACQUISITION as follows:

The first page of the proposal must show -

- (a) The solicitation number;
- (b) The name, address, and telephone and facsimile numbers of the offeror (and electronic address, if available);
- (c) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (d) Names, titles, and phone facsimile number (and electronic addresses if available) of persons authorized to negotiation on the offeror's behalf with the Government in connection with this solicitation and;
- (e) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless than evidence has been previously furnished to the issuing office.

2. Proposals shall be submitted in three-ring binders or bound, with tabs. Page limits, if stipulated, must be adhered to. Proposals shall be submitted on 8.5" X 11" paper, utilizing both sides of the paper wherever possible.

3. Offers shall submit one (1) original and three (3) copies, with content as specified.

4. The format is as follows:

Cover Letter

Table of Contents

Tab A - Factor 1 - Technical Experience (Exhibits A and B)

Factor 2 A - Past Performance (Exhibit C)

Tab B – Factor 2 B - Subcontracting Goals

Tab C – Factor 3 Price (SF 1442, Section 0010, complete blocks 14 through 20c, and CLIN 0002 price sheet, Section 00600 Representations & Certifications, Bid Guarantee (in the amount of 20% of total proposed CLIN 0001), Joint Venture/Partnering Agreement (if applicable), and Bonding Capacity letter.

The written portion shall be limited in length to 50 pages - 50 one-sided or 25 double sided, on 8-1/2" x 11" size sheets. The cover letter, table of contents will not count against the 50 page limit.

5. The proposal must set forth full, accurate and complete information as required by this RFP. The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001. Upon award, the technical proposal will become an enforceable portion of the contract. Where the contractor's proposal exceeds the solicitation specifications, the proposal shall take precedence over the specifications of the contract.

10. PROPOSERS RESPONSIBILITY

Proposers are responsible for all information contained in this RFP - including Section 0600 Special Contract Requirements.

The Government intends to issue this solicitation through the use of the Internet. It is anticipated that the solicitation is available as Solicitation N62473-06-R-6004 on the Internet Website at www.esol.navfac.navy.mil. Plans and specifications will NOT be directly provided in a paper hard copy format. The Internet will be the only method of distributing the solicitation documents and amendments, therefore prospective offerors are encouraged to register themselves on the website and check the website periodically for updates. The address for downloading

from the Internet is <http://www.esol.navfac.navy.mil>. Download from the Internet is free of charge, however, some plans and specifications will take a considerable amount of time to download. A list of Plan Centers will also be available on the website. If you are unable to access the website or have problems downloading the solicitation materials, you may contact Chad Slade at (619) 556-9569. The official Plan Holder's list (a list of all parties that have registered and downloaded a copy of the solicitation) will be maintained on, and can be printed from, the Internet site. All prospective offerors must register as plan holders on the Internet website for this project. Each company must indicate its name, address, phone number, and E-mail address; identify whether the firm is a Prime, subcontractor or supplier, and indicate whether the firm is a Small Business, Small Disadvantaged Business, Women-Owned Business, or Large Business. Plan Centers are also required to register.

All Federal Contractors must be registered in the Central Contractor Registration (CCR) database and new contract awards can only be made to contractors who are registered in the CCR. CCR Website: www.ccr.gov

11. 52.222-6 MINIMUM WAGE RATES

The minimum wages required to be paid for work under this contract is in accordance with U.S. Department of Labor, General Wage Decision No. **CA20030033 CA33**, dated 2/10/2006, for Los Angeles County, which is included in this solicitation and hereby made part of this contract.

12. PROPOSAL EVALUATION

A. BASIS OF AWARD

1. The contract will be accomplished using Source Selection procedures for award of a contract on the basis of **LOWEST PRICE TECHNICALLY ACCEPTABLE** in accordance with the requirements of FAR 15.101-2. Interested firms are expected to review the RFP and participate in a pre-proposal conference, provide proposed prices for the project and proposal information requested to evaluate their technical factor/subfactors.
2. Firms participating in the pre-proposal conference will not be compensated for their participation. The Government may choose to award based on initial proposals without holding discussions. If required, discussions will be held and proposal revisions will be requested.
3. The solicitation is formatted as a Request for Proposal in accordance with the requirements designated by FAR 15.3 for a negotiated procurement.
4. The Government reserves the right to reject any or all proposals at any time prior to award. Offerors will be advised of the possibility that award may be made without discussions or any contact concerning the proposals received. Accordingly, each initial offer should contain the offeror's best terms from a price, past performance, and technical standpoint.
5. All proposals shall be evaluated against the established criteria set forth herein.
6. Each proposal shall be reviewed independently by each evaluator. Each evaluator shall rate each factor and subsequently assign an adjectival rating. A detailed narrative is required from the evaluator on each factor addressing the acceptable features, deficiencies, strengths, and weaknesses that influenced the adjectival rating.
7. After each evaluator has completed the initial rating of all factors, the Board shall discuss the ratings and determine a consensus Board rating for each evaluation factor. The Board shall determine whether each proposal is acceptable or unacceptable.

B. RELATIVE IMPORTANCE OF THE EVALUATION FACTORS AND SUBFACTORS

Technical proposals will be evaluated to determine whether they meet the minimum RFP requirements. Those proposals that meet the minimum requirements will be rated **ACCEPTABLE**. Those proposals that do not meet the minimum RFP requirements will be rated **UNACCEPTABLE** and will not be considered for award.

C. EVALUATION METHODOLOGY AND RATING SCHEME

The SSB will assess the proposals relative qualities on the factors and subfactors specified in this RFP from the written submittal. The ratings to be used are:

1. **ACCEPTABLE (A):** The proposal meets the stated requirements. The response is considered complete in terms of the basic content and level of information the Government seeks for evaluation. There is reasonable probability of success and little risk that this offeror would fail to meet the quantity, quality, and schedule requirements. There are no deficiencies, but may have weaknesses that present some risk of unsuccessful contract performance. Weaknesses need not be corrected to make award.
2. **UNACCEPTABLE (U):** The proposal fails to meet the stated requirements. What was submitted lacks essential information or is conflicting and unproductive. The degree of risk is so high that there is no reasonable likelihood of success, regardless of price. Or, deficiencies are so major or extensive that a major revision or complete rewrite of the proposal would be necessary.
3. **NEUTRAL (N):** The offeror has no relevant past performance history. This rating applies to Past Performance only. The offeror will not be evaluated favorably or unfavorably on past performance. For the purposes of this evaluation/selection process a neutral rating shall be considered acceptable.

D. EVALUATION REPORT

After the initial evaluation or any subsequent evaluation of additional information received as a result of discussions, the SSB will prepare a narrative evaluation to accompany the rating of each proposal. The narrative shall set forth the strengths and weaknesses of the proposals and shall fully support the adjectival ratings assigned each proposal. The narrative shall clearly describe the quality of the proposals in light of their assigned technical rating and provide overall adjectival ratings of significant aspects of each proposal. Any abnormalities in the ratings shall be explained in detail.

13. EVALUATION FACTORS

A. EVALUATION CRITERIA (FACTORS):

FACTOR 1: PAST PERFORMANCE

- a. Offerors shall provide:
 - (i) A list of all contracts currently in process
 - (ii) A list of contracts completed in the past three years, up to a maximum of five, that were similar in size, scope, and complexity to this solicitation. The list of five contracts shall include, at a minimum, all corporate experience that is referenced under Factor 2 that was completed in the past 3 years. Contracts listed may include those entered into with the Federal Government, agencies of State and local governments and commercial customers. Offerors that are newly formed entities without prior contracts should list contracts as required above for all key personnel. Use attached exhibits to provide the required information.
 - (iii) List of references to which Past Performance Questionnaires (attached as an exhibit) were provided, including name and address of customers/clients, point of contact, telephone number

and facsimile number of the customers/clients provided the past performance questionnaires. The Proposal should clearly identify exhibits.

- (iv) Offerors shall provide information on problems encountered on the contracts identified above and corrective actions taken to resolve those problems. Offerors should not provide general information on their performance on the identified contracts. General performance information will be obtained from other sources.
- (v) Offerors are required to provide and describe any quality awards or certifications that indicate that the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certification include, for example, the Malcolm Baldrige Quality Award, other government quality award, and private sector awards or certifications
- (vi) Offerors are required to provide the following information for safety and health programs:
 1. Occupational Safety and Health Act (OSHA) incident rate for the last five years.
 2. OSHA severity rate for the last five years.
 3. Experience Modification Rate (EMR) for the state in which the work is to be accomplished, for the current year, plus the last five years.
 4. Federal, State and Municipal "OSHA-type" citation from the last five years.
 5. Offeror's safety and health quality control program.
- (vii) Offerors shall forward the past performance questionnaires to the referenced customers/clients identified in the proposal. Customers/clients shall submit the completed forms via facsimile or mail no later than the proposal receipt date to the address shown below. Additionally, the offeror shall provide information with proposal submission indicating name and address of customers/clients, point of contact, telephone number and facsimile number of the customers/clients provided the past performance questionnaires.

NAVFAC SOUTHWEST
 COASTAL INTEGRATED PRODUCT TEAM
 ATTN: CODE ROPMA.CS
 2585 CALLAGAN HIGHWAY, BLDG 99 NAVSTA
 SAN DIEGO, CA 92136-5198
 FAX NUMBER (619) 556-8929

- (v) Signed copies of the Performance Evaluations for the projects identified in the proposal may be submitted with the proposal. This holds true for prime, major subcontractors and design firms.
- b. Evaluation:
- (i) Assessment of the offeror's past performance will be one means of evaluating the credibility of the offeror's proposal, and relative capability to meet performance requirements.
 - (ii) Information utilized will be obtained from the references listed in the proposal, the U.S. Army Corps of Engineers Contractor Appraisal Support Systems (ACASS and CCASS), other customers known to the Government, consumer protection organizations, and others who may have useful and relevant information. Information will also be considered regarding any significant subcontractor, and key personnel records.
 - (iii) Evaluation of past performance will often be quite subjective based on consideration of all relevant facts and circumstances. It will include a determination of the offeror's commitment to customer satisfaction and will include conclusions of informed judgment. The Government is seeking to determine whether the offeror has consistently demonstrated a commitment to customer satisfaction and timely delivery of services at fair and reasonable prices. However, the basis for conclusions of judgment will be documented.
 - (iv) Each offeror will be evaluated on his/her performance under existing and prior contracts for similar products and services. Performance information will be used for responsibility determinations and as an evaluation factor. The Government will focus on information that

demonstrates quality of performance relative to the size and complexity of the procurement under consideration.

- (v) A proposal may be selected and subsequent award may be made from initial offers without discussions. However, offerors may be given an opportunity to clarify certain aspects of the proposal submission (e.g. the relevance of an offeror's past performance information and adverse past performance information to which the offeror has not previously had an opportunity to respond or to resolve minor or clerical errors). If negative past performance information is received but more recent performance has improved as a result of implementing corrective actions, that recent improved performance may be given greater weight than more dated negative information.
- (vi) If an offeror, or the proposed key employees for the offeror, do not have a past performance history relating to this solicitation, the offeror will not be evaluated favorably or unfavorably on this factor.
- (viii) There is a clear distinction between experience and past performance. Experience is related to the similar work previously performed. Past performance relates to how well a contractor has performed the work.
- (ix) Offerors with an Experience Modification Rate (EMR) of "unsatisfactory" or "poor" in the prior two years will be rated unacceptable.

FACTOR 2: EXPERIENCE

Subfactor 2A: Experience

The Prime Contractor and Key Subcontractors shall identify a minimum of five (5) comparable projects completed within the past seven (7) years. A comparable project is defined as new construction of buildings of similar size, scope, and complexity as this project. Project information shall demonstrate experience with masonry construction and concrete foundations. At least 2 of the projects shall have been constructed at a remote site with logistical difficulties. Provide a list of projects that meet these criteria, including description of work, award and completion dates, and cost of work performed.

Subfactor 2B: Subcontracting Plan

- (i) Subcontracting Commitment to Small Business Programs Under this Contract: Present information regarding the percentages of your firm's small business subcontracting program support for this contract compared to the total contract value. (Include joint ventures, teaming arrangements and subcontractors.) Submit the information on the attached exhibits.
- (ii) Those firms, which show small business subcontracting support for this contract, which is substantially consistent with the subcontracting goals identified below will be rated acceptable.

SUBCONTRACTING EFFORT:

The proposed subcontracting goals compared to the total contract value for this contract is as follows:

- Small Business: 30.0%
- Woman-owned Small Business: 5%
- Small Disadvantaged Business: 5%
- Hub-Zone Small Businesses: 3%
- Veteran Owned SB: 3%
- Service Disabled Veteran SB: 3%

It is important to identify Subcontracting Effort for the purposes of this procurement. However

due to the unique requirements set forth in the Statement of Work, with regard to construction and the facility's remote location these goals may not be met. It is not only important to identify how firms will meet these goals, but also reasons why the firm may not obtain sufficient Subcontracting Efforts.

FACTOR 3: PRICE

The price will be evaluated for reasonableness. Contract award will be made as to the responsible offeror whose proposal is the **LOWEST PRICE TECHNICALLY ACCEPTABLE** in accordance with the requirements of FAR 15.101-2.

14. NOTICE OF CONSTRUCTIVE CHANGES

No order, statement or direction of the Contracting Officer, an unauthorized representative of the Contracting Officer whether or not acting within the limits of his authority, or any other representative of the Government, shall constitute a change order under the "Changes" clause of this contract or entitle the contractor(s) to an equitable adjustment of the price or delivery scheduled, unless such a change is issued in writing and signed by the Contracting Officer.

15. PAYMENTS

Designated paying office will be determined upon award of this contract. Invoicing procedures and percentage of performance payments will be processed through the designated Administrative Contracting Officer. Invoices shall be submitted to the Contracting Officer and office identified at the time of award. Plainly mark the lower left-hand corner of the front of the envelope "INVOICE ENCLOSED". Ensure the contract number is included on the invoice.

16. LEVEL A PARTNERING

To increase the likelihood of successful performance of this contract, the Government requires cohesive partnerships with its Contractors and subcontractors. Key stakeholders, including the Clients who will receive services, principal individuals from NAVFAC, the performance assessment team, and representative(s) of the Installation(s) will be invited to participate in the partnering process. Key members of the prime and subcontractors teams, including senior management personnel, must participate. The partnership will draw on the strength of each organization in an effort to achieve quality contract services done right the first time, within the contract price, as scheduled, and without any safety mishaps.

Contract Partnering Level A

The initial session will be at least one-day in duration and the follow-on sessions, held at a minimum of once every three months or as agreed to by the partners, will be at least a half-day in duration. The initial partnering session should be held at a neutral location off the installation that is acceptable to the Contractor and to the Government. Follow-on sessions may be held at locations agreed to by both parties. The Contractor shall pay all costs associated with the partnering effort including facilitator, meeting room, and other incidental items. Before the partnering session, the Contractor shall coordinate with the facilitator the requirements for incidental items (audio-visual equipment, computer(s), two easels, flipchart paper, colored markers, note paper, pens/pencils, colored flash cards, etc.) and have these items available at the partnering session. The Contractor will copy documents for distribution to all attendees. The facilitator must be acceptable to both the Contractor and the Government. The participants shall pay their own costs for meals, lodging, and transportation associated with partnering.

17. PERFORMANCE EVALUATIONS

At the conclusion of the contract, the Administrative Contract Office will complete a contractor's performance evaluation and input into CCASS/ACASS. The evaluations will take into account all aspects of the contractor's

performance. Performance evaluations may be completed at any time the Contractor's performance is considered less than satisfactory. Contractors will be provided a copy of the performance evaluation and an opportunity to discuss the evaluation.

18. JOINT VENTURE OFFERORS

If the offeror is a joint venture, the offeror shall provide all required solicitation information for all parties including a copy of the joint venture agreement. The agreement shall include information, which identifies the responsibilities for each entity under this contract. The agreement shall demonstrate the relationship between firms and identify contractual relationships and authorities to bind each entity of the joint venture.

19. TEAMING

If the offeror is based on a teaming/partnering relationship, the offeror shall provide all required solicitation information for all parties including a copy of the teaming/Partnership agreement. The agreement shall include information, which identifies the responsibilities for each entity under this contract. The agreement shall demonstrate the relationship between firms and identify contractual relationships and authorities to bind each entity of the teaming/partnering relationship.

20. SUBCONTRACTING PLAN

The successful offeror, if a large business concern, shall submit his "Subcontracting Plan for Small Business and Small Disadvantaged Business Concerns" to the issuing office within one (1) working day after notification by the Contracting Officer pursuant to FAR 52.219-9. It is recommended the subcontracting plan goals reflect a TOTAL SMALL BUSINESS GOAL of 41.5% of the total contract value (base and all options). The minimum goals for each subset is as follows: SB - 23%, WOSB - 5%, SDB - 5%, VOSB - 3%, SDVSB - 3%, HUB Zone - 2.5%. Upon award of the contract, these values shall be reflected in the offeror's small business subcontracting plan.

21. SUBCONTRACTING INFORMATION

For information regarding the SBA Mentor Protégé Program see <http://www.sba.gov>. For information regarding the Department of Defense (DoD) Funded Mentor Protégé Program see <http://www.acq.osd.mil/sadbu/mentorprotege/info>. As part of the outreach program it is recommended that your company/firm consider using the Small Business Administration (SBA) database in Central Contractor Registration (CCR), www.ccr.gov, as a source of small businesses. As of October 1, 1999, Small Disadvantaged subcontractors must receive formal certification by the SBA. Information on the DoD's Women Owned Small Business Program is available at <http://www.acq.osd.mil/sadbu/wosb>.

22. PROJECT KICKOFF MEETING

Prior to commencement of work under this contract, and within 15 calendar days after notice of award, contact Mr. Kent Hauschulz (619) 556-7773, to schedule a project kickoff meeting at, Naval Air Station North Island, CA. The purpose of this meeting will be to discuss matters of mutual interest for the project, such as the roles and responsibilities of key project members, format and ground rules for future meetings, format of the deliverables, project schedules, and invoicing procedures.

CLAUSES INCORPORATED BY REFERENCE

52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-1 Alt I	Instructions to Offerors--Competitive Acquisition (Jan 2004) - Alternate I	OCT 1997
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997
52.217-3	Evaluation Exclusive Of Options	APR 1984
52.225-12	Notice of Buy American Act Requirement - Construction Materials Under Trade Agreements	JAN 2005
52.236-28	Preparation of Proposals--Construction	OCT 1997

CLAUSES INCORPORATED BY FULL TEXT

52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEBRUARY 2001)

(a) Definition.

Forced or indentured child labor means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed endproducts from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product

Listed Countries of Origin

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

() (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

() (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
16.9%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

(1) Name, address, and telephone number of the subcontractor;

(2) Employer's identification number of the subcontractor;

(3) Estimated dollar amount of the subcontract;

(4) Estimated starting and completion dates of the subcontract; and

(5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is

[Contracting Officer shall insert description of the geographical areas where the contract is to be performed, giving the State, county, and city].

(End of provision)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from NAVFAC SOUTHWEST 1220 PACIFIC HIGHWAY SAN DIEGO, CA 92132.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

(End of provision)

5252.201-9300 CONTRACTING OFFICER AUTHORITY (JUN 1994)

In no event shall any understanding or agreement between the Contractor and any Government employee other than the Contracting Officer on any contract, modification, change order, letter or verbal direction to the Contractor be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by an appointed Contracting Officer. The Contractor is hereby put on notice that in the event a Government employee other than the Contracting Officer directs a change in the work to be performed or increases the scope of the work to be performed, it is the Contractor's responsibility to make inquiry of the Contracting Officer before making the deviation. Payments will not be made without being authorized by an appointed Contracting Officer with the legal authority to bind the Government.

5252.209-9300 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)

(a) The restrictions described herein shall apply to the Contractor and its affiliates, consultants and subcontracts under this contract. If the Contractor under this contract prepares or assists in preparing a statement of work, specifications and plans, the Contractor and its affiliates shall be ineligible to bid or participate, in any capacity, in

any contractual effort which is based on such statement of work or specifications and plans as a prime contractor, subcontractor, consultant or in any similar capacity. The Contractor shall not incorporate its products or services in such statement of work or specification unless so directed in writing by the Contracting Officer, in which case the restriction shall not apply. This contract shall include this clause in its subcontractor's or consultants' agreements concerning the performance of this contract.

5252.228-9302 BID GUARANTEE (JAN 1996)

To assure the execution of the contract and the performance and payment bonds, each bidder/offeror shall submit with its bid/offer a guarantee bond (Standard Form 24) executed by a surety company holding a certificate of authority from the Secretary of the Treasury as an acceptable surety, or other security as provided in FAR Clause 52.228-1, "Bid Guarantee". Security shall be in a penal sum equal to at least 20 percent of the largest amount for which award can be made under the bid submitted, but in no case to exceed \$3,000,000. The bid guarantee bond shall be accompanied by a copy of the agent's authority to sign bonds for the surety company.

5252.236-9310 RECORD DRAWINGS (JUN 1994)

The Contractor shall maintain at the job site two sets of full-size prints of the contract drawings, accurately marked in red with adequate dimensions, to show all variations between the construction actually provided and that indicated or specified in the contract documents, including buried or concealed construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the contract drawings. Existing utility lines and features revealed during the course of construction, shall also be accurately located and dimensioned. Variations in the interior utility systems shall be clearly defined and dimensioned; and coordinated with exterior utility connections at the building five-foot line, where applicable. Existing topographic features which differ from those shown on the contract drawings shall also be accurately located and recorded. Where a choice of materials or methods is permitted herein, or where variations in scope or character of methods is permitted herein, or where variations in scope or character of work from that of the original contract are authorized, the drawings shall be marked to define the construction actually provided. The representations of such changes shall conform to standard drafting practice and shall include such supplementary notes, legends, and details as necessary to clearly portray the as-built construction. These drawings shall be available for review by the Contracting Officer at all times. Upon completion of the work, both sets of the marked up prints shall be certified as correct, signed by the Contractor, and delivered to the Contracting Officer for his approval before acceptance. Requests for partial payments will not be approved if the marked prints are not kept current, and request for final payment will not be approved until the marked prints are delivered to the Contracting Officer.

5252.242-9300 GOVERNMENT REPRESENTATIVES (OCT 1996)

(a) The contract will be administered by an authorized representative of the Contracting Officer. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the Contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of this contract. The authorized representative as indicated hereinafter:

☐ (1) The Contracting Officers Representative (COR) will be designated by the Contracting Officer as the authorized representative of the Contracting Officer. The COR is responsible for monitoring performance and the technical management of the effort required hereunder, and should be contacted regarding questions or problems of a technical nature.

☒ (2) The designated Contract Specialist will be the Administrative Contracting Officer's representative on all other contract administrative matters. The Contract Specialist should be contacted regarding all matters pertaining to the contract or task/delivery orders.

☐ (3) The designated Property Administrator is the Administrative Contracting Officer's representative on property matters. The Property Administrator should be contacted regarding all matters pertaining to property administration.

Section 00600 - Representations & Certifications

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2005
52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	SEP 2004
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 236220

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(2) The small business size standard is . \$28,500,000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ Paragraph (c) applies.

☐ Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)

Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 236220.

(2) The small business size standard is \$28,500,000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

___ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration(PRO0Net); or

___ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2)___ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:
(Check each block that is applicable.)

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

() (v) The facility is not located within the United States or its outlying areas.

(End of clause)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2005
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	JUL 2005
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	JUN 2003
52.222-6	Davis Bacon Act	JUL 2005
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	JUL 2005
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-11	Buy American Act--Construction Materials Under Trade Agreements	JAN 2006
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995

52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.228-1	Bid Guarantee	SEP 1996
52.228-11	Pledges Of Assets	FEB 1992
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.232-27	Prompt Payment for Construction Contracts	SEP 2005
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.236-5	Material and Workmanship	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.242-14	Suspension of Work	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	FEB 2006
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.247-34	F.O.B. Destination	NOV 1991
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (May 2004) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.227-7033	Rights in Shop Drawings	APR 1966
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.232-7010	Levies on Contract Payments	SEP 2005
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7001	Contract Drawings, and Specifications	AUG 2000
252.236-7006	Cost Limitation	JAN 1997
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	NOV 2005
252.246-7000	Material Inspection And Receiving Report	MAR 2003
252.247-7023	Transportation of Supplies by Sea	MAY 2002

252.247-7024

Notification Of Transportation Of Supplies By Sea

MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **15** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 745. * The time stated for completion shall include final cleanup of the premises.

The date of award is the date the SF 1442 is signed by the Contracting Officer and the Notice of Award is also a Notice to Proceed unless otherwise stated in the Notice to Proceed.

The commencement of work either on or off the site, or the incurring of any costs, will not be allowed until the performance and payment bonds are approved.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$9,271.00 for Part A and \$1,750.00 for Part B for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 90 days. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME
COMPENSATION. (JUL 2005)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 20 percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities

(1) at or near the work site, and

(2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

(End of clause)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

(a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and

(b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

252.225-7045 BALANCE OF PAYMENTS PROGRAM--CONSTRUCTION MATERIAL UNDER TRADE AGREEMENTS (FEB 2006)

(a) Definitions. As used in this clause--

Caribbean Basin country construction material means a construction material that---

- (1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

Component means any article, material, or supply incorporated directly into construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Designated country means--

- (1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Aruba, Austria, Belgium, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, or the United Kingdom);
- (2) A Free Trade Agreement country (Australia, Canada, Chile, Mexico, Morocco, or Singapore);
- (3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Cape Verde, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or
- (4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Costa Rica, Dominica, Dominican Republic, El Salvador, Grenada, Guatemala, Guyana, Haiti, Honduras, Jamaica, Montserrat, Netherlands Antilles, Nicaragua, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, or Trinidad and Tobago).

Designated country construction material means a construction material that is a WTO GPA country construction material, a Free Trade Agreement country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

Domestic construction material means--

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Free Trade Agreement country construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a Free Trade Agreement country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Free Trade Agreement country into a new and different construction material distinct from the material from which it was transformed.

Least developed country construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a least developed country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

United States means the 50 States, the District of Columbia, and outlying areas.

WTO GPA country construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a WTO GPA country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) This clause implements the Balance of Payments Program by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements apply to this acquisition. Therefore, the Balance of Payments Program restrictions are waived for designated country construction materials.

(c) The Contractor shall use only domestic or designated country construction material in performing this contract, except for--

- (1) Construction material valued at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation; or
- (2) The construction material or components listed by the Government as follows:

None

(End of clause)

5252.236-9303 ACCIDENT PREVENTION (NOV 1998)

- (a) The Contractor will maintain an accurate record of, and will report to the Contracting Officer in the manner and on the forms prescribed by the Contracting Officer, all accidents resulting in death, traumatic injury, occupational disease, and damage to property, materials, supplies and equipment incident to work performed under this contract.
- (b) Compliance with the provisions of this article by subcontractors will be the responsibility of the Contractor.
- (c) Prior to commencement of the work, the Contractor may be required to:
 - (1) submit in writing his proposals for effectuating provision for accident prevention;
 - (2) meet in conference with representatives of the Contracting Officer to discuss and develop mutual understandings relative to administration of the overall safety program.

Section 00800 - Special Contract Requirements

DAVE BACON WAGE DETERMINATIONGENERAL DECISION: **CA20030033** 02/10/2006 CA33

Date: February 10, 2006

General Decision Number: **CA20030033** 02/10/2006

Superseded General Decision Number: CA020033

State: California

Construction Types: Building, Heavy (Heavy, and Dredging) and Highway

County: Los Angeles County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Modification Number Publication Date

0	06/13/2003
1	01/30/2004
2	02/13/2004
3	03/05/2004
4	03/12/2004
5	03/26/2004
6	05/07/2004
7	07/16/2004
8	08/27/2004
9	10/08/2004
10	10/15/2004
11	12/17/2004
12	01/14/2005
13	01/28/2005
14	02/11/2005
15	04/08/2005
16	04/22/2005
17	06/17/2005
18	07/22/2005
19	08/05/2005
20	08/19/2005
21	09/09/2005
22	11/18/2005
23	12/02/2005
24	12/23/2005
25	02/03/2006
26	02/10/2006

ASBE0005-002 08/01/2005

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems)...	\$ 34.91	10.24

ASBE0005-004 08/01/2005		

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)...	\$ 19.20	6.38

BOIL0092-003 01/01/2006		

	Rates	Fringes
Boilermaker.....	\$ 33.19	18.11

BRCA0004-007 05/01/2005		

	Rates	Fringes
Bricklayer; Marble Setter.....	\$ 31.55	9.35

BRCA0018-007 09/01/2005		

	Rates	Fringes
Marble Finisher.....	\$ 21.52	6.65
Tile Finisher.....	\$ 17.82	6.00
Tile Layer.....	\$ 28.30	10.47

BRCA0018-010 11/01/2005		

	Rates	Fringes
Terrazzo Finisher.....	\$ 23.59	7.99
Terrazzo Worker.....	\$ 30.63	8.46

CARP0409-001 07/01/2005		

	Rates	Fringes
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Carpenters:

(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....	\$ 31.71	8.47
(2) Millwright.....	\$ 32.21	8.47
(3) Piledriver/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Frammer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 31.84	8.47
(4) Pneumatic Nailer, Power Stapler.....	\$ 31.96	8.47
(5) Sawfiler.....	\$ 31.79	8.47
(6) Scaffold Builder.....	\$ 25.01	8.47
(7) Table Power Saw Operator.....	\$ 31.81	8.47

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional. Certified Welder - \$1.00 per hour premium.

CARP0409-002 07/01/2005

	Rates	Fringes
Diver		
(1) Wet.....	\$ 557.44	8.47
(2) Standby.....	\$ 278.72	8.47
(3) Tender.....	\$ 270.72	8.47

Amounts in "Rates" column are per day

CARP0409-005 07/01/2005

	Rates	Fringes
Drywall		
INSTALLERS.....	\$ 31.71	8.47
STOCKER/SCRAPPER.....	\$ 10.00	5.96

CARP0409-008 07/01/2003

	Rates	Fringes
Modular Furniture Installer		

(1) Mobile Filing System		
Installer.....	\$ 13.76	5.80
(2) Modular Furniture		
Installer.....	\$ 14.36	5.80
(3) Full Wall Technician....	\$ 20.47	5.80
Full Wall Technician.....	\$ 20.47	5.80
Mobile Filing System		
Installer.....	\$ 13.76	5.80
Modular Furniture Installer..	\$ 14.36	5.80

ELEC0011-004 01/31/2005

Rates Fringes

Electrician

INSIDE ELECTRICAL WORK:

Cable Splicer;

Instrumentation Person;

Fiber Optic Cable Splicer..\$ 32.55 3%+13.80

Electrician.....\$ 31.95 3%+13.80

TRANSPORTATION SYSTEMS:

Cable Splicer.....\$ 32.20 3%+14.40

Intelligent

Transportation Systems;

CCTV Highway Systems.....\$ 31.60 3%+14.15

Technician.....\$ 23.70 3%+14.15

TUNNEL WORK:

Cable Splicer; Fiber

Optic Cable Splicer;

Instrumentation Person.....\$ 35.75 3%+13.80

Electrician.....\$ 35.15 3%+13.80

SCOPE OF WORK - TRANSPORTATION SYSTEMS

ELECTRICIAN:

Installation of street lights and traffic signals,including electrical circuitry, programmable controllers, pedestal-mounted electrical meter enclosures and laying of pre-assembled multi-conductor cable in ducts, layout of electrical systems and communication installation, including proper position of trench depths and radius at duct banks, location for man holes, pull boxes, street lights and traffic signals. Installation of underground ducts for electrical,telephone, cable television and communication systems. Pulling,termination and splicing of traffic signal and street lighting conductors and electrical systems including interconnect,detector loop, fiber optic cable and video/cable.

TECHNICIAN:

Distribution of material at job site, manual excavation and backfill, installation of system conduits and raceways for electrical, telephone, cable television and communication

systems. Pulling, terminating and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, detector loop, fiber optic cable and video/data.

ELEC0011-005 12/05/2005

COMMUNICATIONS & SYSTEMS WORK (excludes any work on Intelligent Transportation Systems or CCTV highway systems):

	Rates	Fringes
Communications System		
Installer.....	\$ 24.03	3%+7.40
Technician.....	\$ 26.23	3%+7.40

SCOPE OF WORK The work covered shall include the installation, testing, service and maintenance, of the following systems that utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for TV monitoring and surveillance, background foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems.

A. Communication systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems SCADA (Supervisory control/data acquisition PCM (Pulse code modulation) Inventory control systems Digital data systems Broadband & baseband and carriers Point of sale systems VSAT data systems Data communication systems RF and remote control systems Fiber optic data systems

B. Sound and Voice Transmission/Transference Systems Background-Foreground Music Intercom and Telephone Interconnect Systems Sound and Musical Entertainment Systems Nurse Call Systems Radio Page Systems School Intercom and Sound Systems Burglar Alarm Systems Low-Voltage Master Clock Systems Multi-Media/Multiplex Systems Telephone Systems RF Systems and Antennas and Wave Guide

C. *Fire Alarm Systems-installation, wire pulling and testing.

D. Television and Video Systems Television Monitoring and Surveillance Systems Video Security Systems Video Entertainment Systems Video Educational Systems CATV and CCTV

E. Security Systems
 Perimeter Security Systems
 Vibration Sensor Systems
 Sonar/Infrared Monitoring Equipment
 Access Control Systems
 Card Access Systems

*Fire Alarm Systems

1. Fire Alarms-In Raceways
 - a. Wire and cable pulling, in raceways, performed at the current electrician wage rate and fringe benefits.
 - b. Installation and termination of devices, panels, startup, testing and programming performed by the technician.
2. Fire Alarms-Open Wire Systems
 - a. Open wire systems installed by the technician.

 ELEC1245-001 06/01/2005

	Rates	Fringes
Line Construction		
(1) Lineman; Cable splicer..	\$ 36.51	3.75%+10.03
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), and overhead and underground distribution line equipment).....	\$ 31.03	3.75%+9.25
(3) Groundman.....	\$ 23.73	3.75%+9.25
(4) Powderman.....	\$ 34.69	3.75%+9.29

 ELEV0018-001 01/01/2005

	Rates	Fringes
Elevator Mechanic.....	\$ 38.215	12.015

FOOTNOTE:

Vacation Pay: 8% with 5 or more years of service, 6% for 6 months to 5 years service. Paid Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Friday after, and Christmas Day.

 ENGI0012-003 07/01/2005

	Rates	Fringes
Power Equipment Operators (Cranes, Piledriving & Hoisting)		

GROUP 1.....	\$ 31.45	14.95
GROUP 2.....	\$ 32.23	14.95
GROUP 3.....	\$ 32.52	14.95
GROUP 4.....	\$ 32.66	14.95
GROUP 5.....	\$ 32.88	14.95
GROUP 6.....	\$ 32.99	14.95
GROUP 7.....	\$ 33.11	14.95
GROUP 8.....	\$ 33.28	14.95
GROUP 9.....	\$ 33.45	14.95
GROUP 10.....	\$ 34.45	14.95
GROUP 11.....	\$ 35.45	14.95
GROUP 12.....	\$ 36.45	14.95
GROUP 13.....	\$ 37.45	14.95
Power Equipment Operators (Tunnel Work)		
GROUP 1.....	\$ 32.73	14.95
GROUP 2.....	\$ 33.02	14.95
GROUP 3.....	\$ 33.16	14.95
GROUP 4.....	\$ 33.38	14.95
GROUP 5.....	\$ 33.49	14.95
GROUP 6.....	\$ 33.61	14.95
GROUP 7.....	\$ 33.91	14.95
Power Equipment Operators		
GROUP 1.....	\$ 30.10	14.95
GROUP 2.....	\$ 30.88	14.95
GROUP 3.....	\$ 31.17	14.95
GROUP 4.....	\$ 32.16	14.95
GROUP 5.....	\$ 33.76	14.95
GROUP 6.....	\$ 32.88	14.95
GROUP 7.....	\$ 33.98	14.95
GROUP 8.....	\$ 32.99	14.95
GROUP 9.....	\$ 34.09	14.95
GROUP 10.....	\$ 33.11	14.95
GROUP 11.....	\$ 34.21	14.95
GROUP 12.....	\$ 33.28	14.95
GROUP 13.....	\$ 33.38	14.95
GROUP 14.....	\$ 33.41	14.95
GROUP 15.....	\$ 33.49	14.95
GROUP 16.....	\$ 33.61	14.95
GROUP 17.....	\$ 33.78	14.95
GROUP 18.....	\$ 33.88	14.95
GROUP 19.....	\$ 33.99	14.95
GROUP 20.....	\$ 34.11	14.95
GROUP 21.....	\$ 34.28	14.95
GROUP 22.....	\$ 34.38	14.95
GROUP 23.....	\$ 34.49	14.95
GROUP 24.....	\$ 34.61	14.95
GROUP 25.....	\$ 34.78	14.95

FOOTNOTES:

PREMIUM PAY of \$3.75 per hour shall be paid on all power equipment operator work at Camp Pendleton, Point Arguello, and Vandenburg AFB.

Workers required to suit up and work in a hazardous material

environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine oeprator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (side steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Horizontal Directional Drilling Machine; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types

- Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 7: Welder - General

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-

propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator

operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar

type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGI0012-004 08/01/2005

	Rates	Fringes
Power equipment operators: (DREDGING)		
(1) Leverman.....	\$ 38.10	14.95
(2) Dredge dozer.....	\$ 33.63	14.95
(3) Deckmate.....	\$ 33.52	14.95
(4) Winch operator (stern winch on dredge).....	\$ 32.97	14.95
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 32.43	14.95
(6) Barge Mate.....	\$ 33.04	14.95

IRON0002-004 07/01/2005

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 31.16	15.285
Ornamental, Reinforcing and Structural.....	\$ 32.06	15.285

PREMIUM PAY:

\$3.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
 Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$2.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$1.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

 LABO0300-001 07/01/2005

	Rates	Fringes
Brick Tender.....	\$ 22.24	12.48

LABO0300-003 07/01/2005

	Rates	Fringes
Laborer: Gunitite		
GROUP 1.....	\$ 23.69	16.36
GROUP 2.....	\$ 22.74	16.36
GROUP 3.....	\$ 19.20	16.36
Laborer: Tunnel		
GROUP 1.....	\$ 24.28	12.95
GROUP 2.....	\$ 24.60	12.95
GROUP 3.....	\$ 25.06	12.95
GROUP 4.....	\$ 25.75	12.95
Laborers:		
GROUP 1.....	\$ 21.24	12.89
GROUP 2.....	\$ 21.79	12.89
GROUP 3.....	\$ 22.34	12.89
GROUP 4.....	\$ 23.89	12.89
GROUP 5.....	\$ 24.24	12.89

FOOTNOTE: GUNITITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunitite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of

75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling

of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Bull gang mucker, track person; Changehouse person; Concrete crew, including rodder and spreader; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.); Vibrator person, jack hammer, pneumatic tools (except driller)

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Nozzle person and rod person

GROUP 2: Gun person

GROUP 3: Rebound person

LABO0300-005 08/03/2005

	Rates	Fringes
Plaster Clean-up Laborer.....	\$ 21.63	12.72
Plasterer tender.....	\$ 24.18	12.72

LABO0882-002 01/01/2005

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 22.50	10.10

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LABO1184-001 07/01/2005

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 22.14	8.36
(2) Vehicle Operator/Hauler.	\$ 22.31	8.36
(3) Horizontal Directional Drill Operator.....	\$ 24.16	8.36
(4) Electronic Tracking		

Locator.....	\$ 26.16	8.36
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 22.67	11.19
GROUP 2.....	\$ 23.97	11.19
GROUP 3.....	\$ 25.98	11.19
GROUP 4.....	\$ 27.72	11.19

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

PAIN0036-001 07/01/2005

Rates	Fringes
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Painters:

(1) Repaint Including Lead		
Abatement.....	\$ 23.40	7.49
(2) All Other Work:.....	\$ 26.67	7.49

REPAINT of any structure with the exception of work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments

as part of hotel service, and sports facilities, tenant improvement work not included in conjunction with the construction of the building and all repainting of tenant improvement projects.

PAIN0036-006 10/01/2005

	Rates	Fringes
Drywall Finisher		
Excluding Antelope Valley		
North of the following		
Boundary: Kern County Line		
to Hwy. #5, South of Hwy.		
#5 to Hwy. N2, East on N2		
to Palmdale Blvd., to Hsy.		
#14, South to Hwy. #18,		
East to Hwy. #395.....	\$ 28.33	9.98
Remainder of County.....	\$ 24.89	9.98

PAIN0036-015 06/01/2005

	Rates	Fringes
Glazier.....	\$ 31.20	11.92

FOOTNOTE: Additional \$1.25 per hour for work in a condo,
from the third (3rd) floor and up Additional \$1.25 per
hour for work on the outside of the building from a swing
state or any suspended contrivance, from the ground up

PAIN1247-002 02/01/2006

	Rates	Fringes
Soft Floor Layer.....	\$ 28.40	5.94

PLAS0200-009 01/01/2005

	Rates	Fringes
Plasterer.....	\$ 28.29	7.46

PLAS0500-002 07/01/2005

	Rates	Fringes
Cement Mason.....	\$ 25.00	15.33

PLUM0016-001 07/01/2005

	Rates	Fringes
Plumber/Pipefitter		

(1) Work on strip malls, light commercial, tenant improvement and remodel work	\$ 24.19	10.44
(2) Work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space.....	\$ 30.32	12.06
(3) All other work.....	\$ 31.36	12.63

PLUM0250-002 01/02/2006

	Rates	Fringes
Refrigeration Mechanic Refrigeration Fitter.....	\$ 33.30	13.95

PLUM0345-001 07/01/2005

	Rates	Fringes
Plumbers Landscape/Irrigation Fitter..	\$ 23.98	11.85
Sewer & Storm Drain Work....	\$ 21.06	12.21

ROOF0036-002 09/01/2004

	Rates	Fringes
Roofer (including Built Up, Composition and Single Ply)....	\$ 26.25	7.17

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour "pitch premium" pay.

SFCA0669-013 01/01/2006

DOES NOT INCLUDE THE CITY OF POMONA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
Sprinkler Fitter.....	\$ 28.85	13.15

SFCA0709-005 09/01/2005

THE CITY OF POMOMA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
Sprinkler Fitter, Fire.....	\$ 33.08	15.45

 * SHEE0105-002 02/01/2006

LOS ANGELES (South of a straight line between gorman and Big Pones, excluding the area South of Imperial Hwy East of the Los Angeles River, excluding cities of Long Beach, Claremont Pomona, excluding Catalina Island

	Rates	Fringes
Sheet metal worker		
(1) Commercial: New Construction and Remodel Work Over 5000 sq.ft.....	\$ 33.78	13.98
(2) Light Commercial: Work on general sheet metal and heating and air conditioning up to 4000 sq ft.....	\$ 20.03	5.13
(3) Modernization Excluding New Construction - Under 5000 sq ft. Does not include modification, upgrades, energy management, or conservation improvements of central heating and AC equipment.....	\$ 20.03	5.43

 * SHEE0105-003 02/01/2006

INYO, KERN (Northeast part, East of Hwy 395), LOS ANGELES (Including Pomona, Claremont, Catalina Island, Long Beach and area South of Imperial highway and East of the Los Angeles River), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
Sheet metal worker		
(1) Commercial - New Construction and Remodel work.....	\$ 32.87	14.13
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtrual sheet metal work, excluding A-C, heating, ventilating		

systems for human comfort...\$ 29.10 18.29

SHEE0105-004 08/01/2005

KERN (Excluding portion East of Hwy 395) & LOS ANGELES (North of a straight line drawn between Gorman and Big Pines including Cities of Lancaster and Palmdale) COUNTIES

	Rates	Fringes
Sheet metal worker		
Commercial.....	\$ 27.04	12.66

TEAM0011-002 07/01/2005

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 23.54	14.64
GROUP 2.....	\$ 23.69	14.64
GROUP 3.....	\$ 23.82	14.64
GROUP 4.....	\$ 24.01	14.64
GROUP 5.....	\$ 23.95	14.64
GROUP 6.....	\$ 24.07	14.64
GROUP 7.....	\$ 24.32	14.64
GROUP 8.....	\$ 24.57	14.64
GROUP 9.....	\$ 24.77	14.64
GROUP 10.....	\$ 25.07	14.64
GROUP 11		
GROUP 11.....	\$ 25.57	14.64

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, Fort Irwin, George AFB, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination

- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION